

- H. Producer is required to promptly order all feed deliveries from CF no later than the earlier of any scheduled feed ordering day established by CF or, in the absence of a scheduled order day, 48 hours prior to feeders running empty. Failure to order delivery of feed, or an inaccurate feed order which requires CF to deliver feed on less than 48 hours advance notice, shall entitle CF to deduct \$\_\_\_\_\_ per loaded mile for each truckload of feed delivered to the Facility from the Producer's next payment.
- I. Producer warrants that at all times Producer will ensure adequate ingress and egress to the Facility site by roads capable of supporting a minimum of 9-ton per axle load. Producer will pay all charges assessed by township or county government for public road use or maintenance. If the Facility is located off a public road which normally has a lower limit during spring road postings, Producer is responsible for obtaining adequate waivers with the appropriate regulatory authorities for the use of the road as a 9-ton road during that season. Producer is further required to keep the roads serviceable by trucks that will be transporting feed and animals to and from the site. Producer shall be assessed a service fee each time a CF, or CF contractor's vehicle, is unable to move or continue on its own power. The service fee shall be \$\_\_\_\_\_ if Producer provides the tow. The service fee shall be \$\_\_\_\_\_ plus the cost of towing if a commercial tow is required to free the vehicle.
- J. Producer shall complete and submit on or before the last business day of each month the monthly reports required by CF. Failure to timely submit reports in addition to being an event of default, shall entitle CF to delay payment for each day a report is overdue.
- K. Producer acknowledges receipt of CF's production handbook containing management specifications and requirements for the Facility. Producer shall, at all times, comply with the Handbook requirements (including subsequent amendments), and shall cooperate with all third parties which may be providing services for CF's pigs.

5. **RIGHT OF INSPECTION.**

CF shall have the right to enter Producer's premises to inspect the pigs. Producer shall not permit visitor traffic or other inspection of the premises without prior written consent of CF. The parties agree that this requirement is imposed to provide disease control at Producer's Facility.

6. **INDEPENDENT CONTRACTOR STATUS.**

- A. Neither Producer nor Producer's employees are employees of CF. Instead, Producer and/or Producer's employees are independent contractors engaged by CF to perform services under this Agreement. Producer is not therefore authorized to act as an agent of CF for any purpose whatsoever.